REQUEST FOR PROPOSAL

For

Licensing of Land Parcel

At

Kodathi, East Bengaluru

RFP No.	04
Issued By	Chief Traffic Manager (Commercial), BMTC
Date of Publication	04 Aug 2026
Last Date for Submission	09 Sep 2026, 17:00 Hrs.

DISCLAIMER

This Request for Proposal (RFP) document is issued by Bengaluru Metropolitan Transport Corporation (BMTC), (hereinafter referred to as 'the Authority'), for the purpose of inviting proposals from eligible bidders, for Licensing of a land parcel owned by BMTC at Kodathi, East Bengaluru.

The information contained in this RFP document or subsequently provided to bidders, whether verbally or in documentary form by or on behalf of BMTC, is provided to the bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

While this RFP document has been prepared in good faith, neither BMTC nor its officers, employees, agents, or advisors give any warranty or make any representations, expressed or implied, as to the completeness or accuracy of the information contained herein.

BMTC reserves the right to accept or reject any or all bids, to annul the bidding process, and to cancel the process at any time without assigning any reason and without incurring any obligation to affected bidders.

TABLE OF CONTENTS

Section 1	Letter of Invitation
Section 2	Information to Bidders
Section 3	Data Sheet
Section 4	Site Details and Land Parcel Specifications
Section 5	Terms and Conditions of Licensing
Section 6	Scope of Permitted Use
Section 7	Evaluation and Award
Section 8	Standard Forms
Section 9	Draft Licence Agreement

SECTION 1 – LETTER OF INVITATION

RFP No.: 01

Date: 05.06.2026

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Dear Sir / Madam,

Sub: Request for Proposal for Licensing of Land Parcel of BMTC at Kodathi, East Bengaluru.

The Chief Traffic Manager (Commercial), Bengaluru Metropolitan Transport Corporation (BMTC), invites sealed proposals from eligible bidders for taking BMTC's land parcel on License at the following location:

Sl. No.	Site Name	Location	Area	Permitted Use
1	Kodathi	Kodathi, East Bengaluru	1 Acres 18 Guntas (63,162Sq. Ft.)	Refer Section 6

The key terms of this RFP are as follows:

- This RFP is for the full available area of 1 Acres 18 Guntas (63,162sq. ft.) at Kodathi.
- The arrangement shall be purely on a license basis. No transfer of ownership or leasehold rights shall accrue to the successful bidder.
- No permanent structures shall be permitted on the land parcel. The land must be returned to BMTC in its original condition upon expiry or termination of the license.
- The selection of licensee shall be based on the Highest Quoted Monthly License Fee (HQML) offered by the bidder.
- The quoted rates shall be including **Good and Services Tax (GST)** and any other statutory taxes and surcharges, The licensee shall quote their offer in terms of Indian Rupees as monthly license fee,

Sl.	Event	Date / Time
1	Date of Publication of RFP	04 Aug 2026
2	Last Date for Pre-Bid Queries	18 Aug 2026, 11:00 Hrs.
3	Pre-Bid Meeting	14 Aug 2026, 11:00 Hrs.
4	Last Date for Submission of Proposals	07 Sep 2026, 17:00 Hrs.
5	Opening of Financial Proposals	09 Sep 2026, 11:00 Hrs.
6	Earnest Money Deposit (EMD)	INR 5,00,000/- (Rupees Five Lakhs Only) –

Proposals shall be submitted electronically through the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in). Any postponement or amendment shall be notified exclusively through the portal.

BMTC reserves the right to accept or reject any or all proposals received without assigning any reason thereof.

Chief Traffic Manager (Commercial)
Bengaluru Metropolitan Transport Corporation
Shanthi Nagar, Bengaluru – 560 027

SECTION 2 – INFORMATION TO BIDDERS

2.1 Background

Bengaluru Metropolitan Transport Corporation (BMTC) is the sole public bus transport service provider in Bengaluru, operating a fleet of over 6,800 buses and serving more than 45 lakh passengers daily. Beyond its core transport operations, BMTC holds several land parcels across Bengaluru that are presently either underutilized or surplus to immediate operational requirements.

With a view to generate non-fare box revenue and optimize the utilization of its land assets, BMTC proposes to License out its land parcel at Kodathi on a medium-to-long term license basis to suitable private parties for permitted uses, without compromising on BMTC's operational requirements or alienating public land.

2.2 Objective

The primary objective of this RFP is to identify and select suitable bidder/bidders who shall take the identified BMTC land parcel at Kodathi on License for permitted activities, on the following overarching terms:

- Utilization shall be on a pure License basis for a defined period of 10 years, extendable by 2 further years on mutually agreed terms. If within 10years a need arises for utilization of land for any purpose of corporation or govt then the license granted will be withdrawn.
- No permanent structure of any kind shall be erected on the land.
- The land shall be returned to BMTC in its original condition at the end of the license period or upon earlier termination.
- The selection criterion shall be the Highest Quoted Monthly License Fee (HQML).

2.3 Eligible Bidders

2.3.1 Any firm, company, partnership, LLP, sole proprietorship or trust, which is not blacklisted or debarred by any Central or State Government authority in India is eligible to bid.

2.3.2 Bidders shall not be under any declaration of ineligibility for corrupt or fraudulent practices issued by Government of Karnataka or any Government Agency in India.

2.3.3 Bidders from countries sharing a land border with India must be registered with the Competent Authority as notified by the Government of India.

2.3.4 A bid shall be submitted with requisite EMD.

2.4 Technical Eligibility / Pre-Qualification Criteria

Bidders must satisfy the following pre-qualification criteria to be eligible for evaluation:

(a) Similar Projects:

The Bidder shall have successfully executed or substantially completed at least one (1) project during the last three (3) years in any one or more of the following sectors: Real Estate Development, Commercial Property Development, Public-Private Partnership (PPP) Projects, Mixed-Use Developments, Bus Terminal/Transit-Oriented Development (TOD), or Large-Scale Urban Land Leasing Projects (preferably in Karnataka or major metros).

(b) Relevant Experience:

Minimum 5 years in real estate / infrastructure development.

(c) Financial Criteria:

- Positive Net Worth as per latest audited balance sheet.
- The Tenderer / Lead member should have Annual Average Turnover of INR equivalent to 1.8 crores in any three years out of the last five completed financial years (i.e., Financial Years 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25).

(d) Mandatory Documents to be submitted:

- PAN
- GST Registration
- Company Registration Certificate
- Audited Financial Statements (3 years)
- Net Worth Certificate
- Solvency Certificate
- EPF / ESIC Registrations (if applicable)
- Firm Partnership Certificate + Power of Attorney (if Consortium)
- Non-Blacklisting Declaration
- Non-Termination Declaration
- Experience Certificates
- Work Completion Certificates
- Organisation Structure

2.5 Cost of Tendering

All costs associated with the preparation and submission of the proposal shall be borne entirely by the bidder. BMTC shall not be liable for any such costs regardless of the outcome of the process.

2.6 Site Visit

Bidders are strongly encouraged to visit the proposed site before submission of their proposals to acquaint themselves with the ground conditions, existing use, surroundings, and accessibility. Site visits may be arranged by contacting the Chief Traffic Manager (Commercial) at the address specified in Section 3 (Data Sheet).

2.7 Clarification and Amendment of RFP Documents

2.7.1 Bidders may seek clarification on any provision of this RFP document up to the last date for pre-bid queries as specified in Section 1. Queries shall be submitted in writing by email to ctmc@mybmtc.com with the subject line: ‘Queries – RFP for Licensing of BMTC Land Parcel at Kodathi’.

2.7.2 BMTC’s responses, without identifying the source of queries, will be uploaded on the Karnataka Public Procurement Portal.

2.7.3 BMTC may, at its discretion, amend this RFP through corrigenda / addenda uploaded on the portal. Such amendments shall be binding on all bidders.

2.8 Preparation of Proposal

Each bidder shall submit:

- Earnest Money Deposit (EMD) of INR 5,00,000/- paid through the Karnataka Public Procurement Portal.
- A self-declaration of eligibility (Form 8B).
- KYC and mandatory documents as listed in Section 2.4 and Section 8.
- A proposed plan of use (Form 8C) clearly describing the intended activity on the land parcel during the license period.

The bid shall be submitted entirely online through the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in). No physical submission shall be required or entertained.

2.9. Earnest Money Deposit (EMD)

2.9.1 EMD shall be payable of INR 5,00,000/- (Rupees Five Lakhs only) through the Karnataka Public Procurement Portal only.

2.9.2 Bids without the requisite EMD shall be summarily rejected.

2.9.3 EMD of unsuccessful bidders shall be refunded within 30 days of award.

2.9.4 EMD of the successful bidder shall be adjusted against the security deposit.

2.9.5 The EMD shall be forfeited if the bidder withdraws the bid after the submission deadline or fails to execute the license agreement after being declared the successful bidder.

2.10 Security Deposit

The successful bidder shall furnish a Security Deposit as follows:

- Six (6) months' equivalent of the agreed monthly License fee – to be paid online through NEFT/RTGS/Demand Draft in favour of BMTC.
- Three (3) months' equivalent of the agreed monthly License fee – to be furnished as a Bank Guarantee from a Nationalized / Scheduled Commercial Bank approved by RBI.

Total Security Deposit shall be equivalent to Nine (9) months of the agreed monthly License fee. The Security Deposit shall be furnished within 21 days of the Letter of Award.

The Security Deposit shall be valid for the duration of the license period plus 90 days.

2.11 Evaluation of Proposals

Proposals shall be evaluated based on the Highest Quoted Monthly License Fee (HQML). The bidder quoting the highest monthly License fee (equal to or above the reserve License) shall be declared the Preferred Bidder, subject to meeting eligibility and pre-qualification conditions.

In the event of a tie in quoted License fee between two or more bidders, BMTC shall conduct a spot auction / reverse bidding among the tied bidders to determine the winner.

2.12 Award of Licence

2.12.1 The successful bidder shall be notified through the Karnataka Public Procurement Portal and by email.

2.12.2 The successful bidder shall execute the Licence Agreement within 21 days of receipt of the Letter of Award.

2.12.3 BMTC reserves the right to accept or reject any or all proposals, or to cancel the process at any time without assigning any reason and without incurring any liability.

2.13 Confidentiality

Information relating to the evaluation of proposals shall not be disclosed to any party until the selected bidder has been officially notified.

SECTION 3 – DATA SHEET

Sl.	Clause	Details
1	**Name of Authority**	Bengaluru Metropolitan Transport Corporation (BMTC), Government of Karnataka
2	**Method of Selection**	Highest Quoted Monthly License Fee (HQML) – Single Stage Financial Bid
3	**Type of Arrangement**	Licence to Occupy and Use (Licensing) – No Transfer of Ownership or Leasehold Rights
4	**Permanent Structures**	NOT PERMITTED under any circumstances
5	**Restoration Obligation**	Licensee shall restore the land to its original condition upon expiry / termination
6	**Language of Proposal**	English / Kannada

7	**Validity of Bid**	90 days from the date of submission
8	**EMD**	INR 5,00,000/- (Rupees Five Lakhs Only) –
9	**Security Deposit**	6 months' License fee by online payment (NEFT/RTGS/DD) + 3 months' License fee by Bank Guarantee = Total 9 months' equivalent
10	**Licence Period**	10 (Ten) years from date of Permission to use, extendable by 2 (Two) further years on mutually agreed terms
11	**Gestation Period**	6 (Six) months from date of Permission to use. Months 1–3: No occupancy charges. Months 4–6: Occupancy charges at 15% of agreed monthly License fee.
12	**License fee Rate**	INR 36.07/- per sq ft per month (Reserve Rate)
13	**License Payment Frequency**	Monthly in advance (from 7th month onwards, i.e., after gestation period)
14	**Escalation**	7% per annum on the base monthly License fee, compounded annually from 2nd year
15	**Reserve License**	INR 36.07/- per sq ft per month x 63,162sq ft = INR 22,78,253/- per month (Reserve Monthly License). Annual Reserve License: INR 2,73,39,040/-. Bids below the reserve License fee shall be rejected.
16	**Contact for Queries**	Chief Traffic Manager (Commercial) BMTC Central Office Building, Shanthi Nagar, Bengaluru – 560 027 Email: ctmc@mybmtc.com
17	**Pre-Bid Meeting Venue**	BMTC Central Office Building, Shanthi Nagar, Bengaluru – 560 027
18	**Submission Portal**	https://kppp.karnataka.gov.in
19	**Utilities**	Basic amenities including electricity, water, and sanitation shall be arranged and borne by the Licensee. BMTC will provide a No Objection Certificate (NOC) for obtaining the same.
20	**Affidavit**	The Tenderer shall submit an Affidavit stating no claim over the land during the License period and also after the agreement period

SECTION 4 – SITE DETAILS AND LAND PARCEL SPECIFICATIONS

The following land parcel is offered for Licensing. Exact survey numbers, area, and demarcation maps shall be made available to bidders at the Pre-Bid Meeting and uploaded on the Karnataka Public Procurement Portal.

Site: Kodathi

Location	Kodathi, East Bengaluru
Latitude	12° 88' 18.645" N
Longitude	77° 71' 26.408" E
Survey / Katha No.	41
Total Area	1 Acres 18 Guntas (63,162Sq. Ft.)

Boundary	As per site demarcation map (to be furnished at pre-bid meeting)
Access	Accessible via Kodathi Road
Current Use	Open land
Utility Status	Basic utilities available nearby. All connections and charges to be borne by Licensee; BMTC will provide NOC.
Ownership	Bengaluru Metropolitan Transport Corporation (BMTC)
Encumbrances	Nil (as per BMTC records)
Reserve Monthly License Fee	INR 22,78,253/- per month (based on KPWD rate of ₹36.07/- per sq ft × 63,162sq ft)

4.1 Reserve Licence Fee – Summary

The reserve (minimum) licence fee has been calculated based on INR 36.07/- per sq ft per month (KPWD guidance rate) applied to the full available area of 63,162sq ft (1 Acres 18 Guntas). No minimum area sub-letting restriction applies.

Site	Rate (₹/sq ft/month)	Area (sq ft)	Reserve License (Monthly) INR	Reserve License (Annual) INR
Kodathi	36.07	63,162	**22,78,253**	**2,73,39,040**

Note: Reserve License (Monthly) = Rate (₹36.07/sq ft) × 63,162sq ft. Reserve License (Annual) = Monthly × 12. All amounts in Indian Rupees (INR). GST and other applicable taxes shall be payable by the Licensee over and above the above amounts.

BMTC reserves the right to modify or withdraw the site from this RFP at any time before the award, without assigning any reason.

SECTION 5 – TERMS AND CONDITIONS OF LICENSEING

5.1 Nature of Arrangement

The arrangement between BMTC and the successful bidder shall be that of a Licensor and Licensee only. The successful bidder (hereinafter 'Licensee') shall be granted a bare licence to occupy and use the identified land parcel for the permitted purposes specified in Section 6. This arrangement shall not confer any tenancy, lease, or proprietary rights whatsoever upon the Licensee.

5.2 Licence Period

The initial Licence Period shall be Ten (10) years (if within 10years a need arises for utilization of land for any purpose of corporation or govt then the license granted will be withdrawn) from the date of execution of the Licence Agreement for permission use the land , whichever is earlier. Extension by Two (2) additional years may be granted by mutual written agreement between BMTC and the Licensee, subject to:

- Satisfactory compliance with all terms and conditions.
- A fresh mutual agreement on License fee for the extended period at prevailing market rates.
- No change in BMTC's operational requirements for the land.

5.3 Gestation Period

5.3.1 A Gestation Period of Six (6) months shall be granted to the Licensee from the date of physical Permission to use of the land.

5.3.2 During the Gestation Period, the following Licence fee structure shall apply:

- Months 1 to 3 (First Three Months): No Licence fee shall be levied.
- Months 4 to 6 (Fourth to Sixth Month): Licence fee at 15% (fifteen percent) of the agreed monthly License fee shall be payable.

5.3.3 Full License fee payment (as quoted in the financial bid) shall commence from the 7th month onwards (i.e., after the Gestation Period).

5.3.4 The Gestation Period is intended to allow the Licensee to set up operations and obtain regulatory approvals. It does not affect the Licence Period, which shall run from the date of Permission to use.

5.4 License Fee

5.4.1 The Licensee shall pay the Monthly Licence Fee as quoted in the financial bid and accepted by BMTC, in advance on a monthly basis (i.e., one month License payable at the beginning of each month), commencing from the 7th month after permission to utilize the land

5.4.2 The reserve (minimum) occupancy charge / License rate is INR 36.07/- (Rupees Thirty Six and Seven paise only) per sq ft per month, applicable on the full area of 63,162sq ft.

5.4.3 The License fee shall be subject to an monthly escalation of 7% (seven percent) over the License fee of the preceding year, compounded annually from the second year of full License fee payment.

5.4.4 In the event of non-payment of License fee within 15 days of the due date, BMTC shall have the right to charge interest at 18% per annum on the outstanding amount and/or terminate the licence without notice.

5.4.5 All applicable taxes (including GST) on the License fee shall be borne by the Licensee.

5.5 Security Deposit

5.5.1 The successful Licensee shall furnish a Security Deposit as specified below within 21 days of the Letter of Award:

- Online Payment (NEFT / RTGS / Demand Draft in favour of BMTC): Equivalent to 6 (six) months’ monthly License fee.
- Bank Guarantee from a Nationalized / Scheduled Commercial Bank approved by RBI: Equivalent to 3 (three) months’ monthly License fee.

5.5.2 The total Security Deposit shall be equivalent to Nine (9) months of the agreed monthly License fee.

5.5.3 The Security Deposit shall be valid for the duration of the Licence Period plus 90 days. Any reduction in the Security Deposit shall be restored within 30 days of demand by BMTC.

5.5.4 The Security Deposit shall be refunded, after deduction of any dues, within 60 days of satisfactory vacation and restoration of the land.

5.6 Utilities and Basic Amenities

5.6.1 The Licensee shall be responsible for making all arrangements for and bearing all costs of basic amenities including electricity, water supply, sanitation, and waste disposal at the land parcel.

5.6.2 BMTC shall provide a No Objection Certificate (NOC) to the Licensee for the purpose of obtaining utility connections from relevant authorities (BESCOM, BWSSB, BBMP, etc.). All connection charges, deposits, and recurring utility bills shall be borne exclusively by the Licensee.

5.6.3 BMTC shall not be responsible for the availability, continuity, or quality of any utilities at the land parcel.

5.7 Affidavit – No Claim on Land

The successful Licensee shall, prior to execution of the Licence Agreement, submit a duly notarized Affidavit on non-judicial stamp paper of appropriate value, stating that:

- The Licensee has no claim of ownership, tenancy, leasehold, or any other right over the land parcel.
- The Licensee acknowledges that this arrangement is purely a bare licence and no proprietary or possessory rights accrue to the Licensee.
- The Licensee shall not raise any claim on the land during or after the Licence Period.
- The Licensee shall vacate the land unconditionally upon expiry or termination of the Licence Agreement.

5.8 Prohibition on Permanent Structures

5.8.1 The Licensee shall not construct, erect, or install any permanent structure of any kind on the land parcel. For the purposes of this clause, a 'permanent structure' shall mean any structure that is affixed to the land by way of a foundation, masonry, or reinforced cement concrete (RCC) work, or any structure that cannot be dismantled and removed in its entirety without causing damage to the land

5.8.2 Only temporary, demountable, or modular structures (such as prefabricated units, tensile canopies, temporary sheds, portable cabins) are permitted, provided such structures are compliant with all applicable local authority regulations (if needed relevant approvals to be obtained from competent authority), and capable of being fully removed without any residual impact on the land.

5.8.3 Licensee can erect any temporary structure with prior approval of Licensor/BMTC. If Licensee erects/installs any structures without prior approval of BMTC and if BMTC finds such structures are not in terms of the RFP, then BMTC reserves its right to remove such structures without any notice to licensee and costs of such removal is payable by Licensee.

5.9 Restoration Obligation

5.9.1 Upon expiry of the Licence Period, or earlier termination for any reason, the Licensee shall remove all his belong and structure from the land parcel within 30 days and restore it to its original condition as documented at the time of indicial permission to use the land.

5.9.2 Restoration shall include removal of all temporary structures, equipment, material, and waste; filling up of any excavations or pits; levelling of land to the original profile; and removal of any contamination caused by the Licensee’s activities.

5.9.3 If the Licensee fails to restore the land within the stipulated period, BMTC shall carry out the restoration at the Licensee’s cost, which shall be recovered from the Security Deposit and / or through legal proceedings.

5.10 Sublicensing and Assignment

The Licensee shall not sublet, sublicense, assign, or otherwise transfer or share possession of the land parcel or any part thereof with any third party without the prior written consent of BMTC. Any unauthorized sublicensing shall render the licence void and the EMD / Security Deposit liable to forfeiture.

5.11 Compliance with Laws

The Licensee shall, at its own cost and expense, obtain all necessary permissions, licences, and NOCs from the relevant local authorities (BBMP, Fire Department, BDA, BESCOM, BWSSB, etc.) for the proposed use and shall comply with all applicable laws, regulations, and byelaws at all times.

5.12 BMTC’s Right of Access

BMTC or its authorized representatives shall have the right to inspect the land parcel at any time during the licence period with reasonable notice to the Licensee. The Licensee shall provide all necessary cooperation and access.

5.13 PARTIAL SURRENDER

The Licensee/Lessee may affect a partial surrender of the land parcel, subject to and in accordance with the terms and conditions prescribed under Chapter 12 of the BMTC Commercial Policy

5.14 Termination

BMTC may terminate the Licence Agreement forthwith, without notice, in the event of:

- Non-payment of License fee for more than 30 days from the due date.
- Breach of the prohibition on permanent structures.
- Use of the land for purposes other than those permitted in Section 6.
- Unauthorized sublicensing or assignment.
- Any activity on the land that is illegal, hazardous, or injurious to public safety.
- Insolvency or winding up of the Licensee.
- Misrepresentation of information in the bid documents.
- Any other reason which one found not suitable to continue with license.

BMTC may also terminate the Licence Agreement by giving 60 days’ written notice to the Licensee if the land is required for BMTC’s use. In such a case, the License fee paid in advance for the unexpired period shall be refunded on a pro-rata basis. No other compensation shall be payable.

5.15 Liability and Indemnity

The Licensee shall indemnify and hold BMTC harmless from and against all claims, damages, losses, costs, and expenses arising from the Licensee’s activities on the land, including third-party claims, accidents, and environmental contamination.

5.16 Governing Law and Dispute Resolution

This arrangement shall be governed by the laws of India and the State of Karnataka. Any dispute arising out of or in connection with the Licence Agreement shall first be attempted to be resolved through mutual negotiation. If unresolved within 30 days, the matter shall be referred for Dispute resolution to Managing Director of BMTC or a nominee appointed by BMTC. The venue of for Dispute Resolution shall be Central Office BMTC, Bengaluru.

5.17 Jurisdiction of court

Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru city civil courts.

5.18 Insurance

The licensee shall at its cost and expense, purchase and maintain by due reinstatement or otherwise, such insurance as are necessary including but not limited to the risk and coverage of building structure. BMTC shall not be responsible for any of such insurance. The Licensee shall keep the insurance policies in force and valid throughout the license period.

5.19 PENAL PROVISIONS

5.18.1 Unauthorized Use of Land: If the Licensee utilizes the land parcel for any purpose other than the approved use as specified (Chapter 1 of the BMTC Commercial Policy) or carries out any activity not expressly permitted under this Agreement, BMTC shall be entitled to levy a penalty equivalent to three (3) times the prevailing monthly License Fee for the period of such unauthorized use, without prejudice to BMTC's right to terminate the License Agreement.

5.18.2 Construction of Permanent Structures: Construction of any permanent structure shall constitute a material breach of the License Agreement. BMTC shall be entitled to immediately terminate the license, forfeit the Security Deposit, recover demolition and restoration costs, and levy a penalty equivalent to Six (6) months' License Fee applicable to the affected area.

5.18.3 Failure to stop using the premises: If the Licensee fails to vacate and hand over peaceful possession of the land upon expiry or termination of the License Agreement, the Licensee shall be liable to pay damages for unauthorized occupation at Three (3) times the prevailing monthly License Fee for the entire period of unauthorized occupation, without creating any tenancy or other rights in favour of the Licensee.

5.18.4 Environmental Damage: "The Licensee shall be liable to pay all actual restoration and remediation costs, together with an administrative charge of 25% thereof, subject to a minimum penalty of ₹5,00,000/- and without any upper limit on recovery of actual damages."

5.18.5 Obstruction to BMTC Operations: "The Licensee shall be liable to compensate BMTC for all losses, expenses, claims, and damages arising from any obstruction to BMTC operations, passenger movement, public access, traffic circulation, or Government activities. BMTC may additionally levy an administrative charge of 20% of such assessed loss."

5.18.6 Failure to Restore Land: In case the Licensee fails to restore the land to its original condition within the stipulated period, BMTC may undertake restoration works and recover the entire cost thereof together with an administrative charge of 20% of such cost from the Licensee and/or the Security Deposit.

5.18.7 Non-Compliance with Statutory Requirements: "The Licensee shall be solely responsible for obtaining and maintaining all statutory approvals, licenses, permits, insurance policies, and clearances required for the permitted activity. Any failure in this regard shall render the Licensee liable for all consequences arising there from, including recovery of actual losses, statutory penalties, legal expenses, and administrative charges incurred by BMTC. BMTC may additionally levy a penalty of ₹50,000/- per violation as liquidated damages."

5.18.8 Submission of False Information: If any declaration, document, certificate, or information submitted by the Licensee is found to be false, misleading, forged, or fraudulent, BMTC shall have the right to terminate the License Agreement immediately, forfeit the Security Deposit and blacklist the Licensee from participating in BMTC tenders for a period of two (2) years.

5.18.9 Recovery of Penalties: Any penalty, damages, restoration cost, additional License Fee, or other dues payable under this Agreement may be recovered by BMTC from the Security Deposit, Bank Guarantee, pending payments, or through legal proceedings. Recovery of penalties shall not prejudice BMTC's right to terminate the License Agreement or seek any other remedy available under law.

SECTION 6 – SCOPE OF PERMITTED USE

6.1 General Principles

The land parcel offered under this RFP is public land owned by a government undertaking. Accordingly, any use permitted must be consistent with public interest, aligned with urban development guidelines, and must not interfere with BMTC’s operations or the amenity of surrounding areas.

6.2 Permitted Activities

The categories of activities as per the commercial policy (Chapter-1) of BMTC are permitted on the land parcel, subject to compliance with applicable laws and BMTC’s prior written approval for the specific use:

6.3 Expressly Prohibited Activities

The following activities are strictly prohibited:

- Construction of any permanent structure (RCC, masonry, steel frame, or otherwise).

- Residential use of any form.
- Storage or handling of hazardous, flammable, explosive, or toxic materials.
- Activities that obstruct or interfere with BMTC bus operations or access roads.
- Mining, quarrying, or removal of soil / earth / sand.
- Any activity that causes environmental damage, soil contamination, or pollution.
- Dumping of solid waste or effluents.
- Gambling, liquor vending, or any morally objectionable activities.
- Any use that violates applicable town planning, zoning, environmental laws. Any other law policy by BMTC / Government of Karnataka.

6.4 Proposed Plan of Use

Bidders shall submit a Proposed Plan of Use (Form 8C) clearly describing the specific activity proposed, approximate area to be utilized, type and nature of any temporary structures proposed, expected number of persons / vehicles likely to be on site, and any regulatory approvals that the bidder proposes to obtain.

The Proposed Plan of Use shall be evaluated by BMTC for feasibility and compliance but shall NOT form part of the financial evaluation.

SECTION 7 – EVALUATION AND AWARD

7.1 Evaluation Methodology

The selection of the Licensee shall be based entirely on the Highest Quoted Monthly License fee (HQML). There shall be no technical evaluation component; however, all pre-qualification criteria under Section 2.4 must be met before the financial bid is opened.

7.2 Eligibility and Pre-Qualification Check

Before evaluating the financial bid, BMTC shall verify that the bidder:

- Has submitted the requisite EMD of INR 5,00,000/-.
- Has submitted a duly signed self-declaration (Form 8B).
- Is not debarred or blacklisted by any Central or State Government authority.
- Has submitted the KYC and mandatory documents as required under Section 2.4.
- Has submitted the Proposed Plan of Use (Form 8C) for a permitted activity.
- Has submitted a notarized Affidavit of no claim on land.
- Has to submit audited financial statement duly certified by Chartered Accountant.
- Has to submit Experience certificate (Form 8F).

Bids that are deficient in any of the above shall be summarily rejected without any financial evaluation.

7.3 Financial Evaluation

The bidder quoting the Highest Monthly License fee (at or above the reserve License fee of INR 2,73,39,040/- per annum) shall be declared the Preferred Bidder.

7.4 Negotiations

BMTC reserves the right to negotiate the terms (but not the License fee amount downward) with the Preferred Bidder before issuing the Letter of Award (LoA). No negotiation shall be conducted on the monthly License fee offered.

7.5 Letter of Award

Upon completion of evaluation and approval by the competent authority, BMTC shall issue a Letter of Award (LoA) to the Preferred Bidder through the Karnataka Public Procurement Portal and by email.

7.6 Execution of Licence Agreement

7.6.1 The successful bidder shall execute the Licence Agreement within 21 days of receipt of the LoA.

7.6.2 The successful bidder shall furnish the Security Deposit (6 months' online + 3 months Bank Guarantee) within 21 days of receipt of the LoA.

7.6.3 Failure to execute the Licence Agreement or furnish the Security Deposit within the stipulated period shall result in forfeiture of the EMD and cancellation of the LoA.

7.7 Permission to use the Land

Permission to use the land parcel of Licensee shall be done after execution of the Licence Agreement and receipt of the Security Deposit, through a joint inspection and permission to use the land signed by both parties. Photographs of the land parcel at the time of permission to use the land shall form part of the Agreement as an Annexure.

SECTION 8 – STANDARD FORMS

The following forms are to be completed and submitted through the Karnataka Public Procurement Portal:

Form No.	Description
Form 8A	Certificate of Average Annual Turnover
Form 8B	Self-Declaration of Eligibility
Form 8C	Proposed Plan of Use
Form 8D	KYC and Bidder Details
Form 8E	Authorization Letter / Power of Attorney
Form 8F	Work Done Certificate
Form 8G	Affidavit – No Claim on Land

Form 8A – CERTIFICATE OF AVERAGE ANNUAL TURNOVER

(Based on Audited Financial Statements – Last 5 Financial Years)

This is to certify that [Name of the Firm/Company], having its registered office at [Address], has achieved the following turnover as per its audited financial statements for the last five completed financial years, in relation to Land Parcel Development / Land Parcel Management works:

Financial Year	Turnover (INR)
[YYYY–YYYY]	[Amount]
[YYYY–YYYY]	[Amount]
[YYYY–YYYY]	[Amount]
[YYYY–YYYY]	[Amount]
[YYYY–YYYY]	[Amount]

The average annual turnover of the firm/company for the above-mentioned five financial years is INR [Average Amount].

It is further certified that the firm/company has achieved an annual turnover of INR [Qualifying Amount] in at least one of the above financial years, meeting the eligibility requirement for submission of the tender.

The above figures are extracted from the audited books of accounts and financial statements of the firm/company and are true and correct to the best of my/our knowledge and belief.

This certificate is issued at the request of the client for the purpose of submission in tender documents and related official requirements.

For [Name of Chartered Accountant Firm]

Signature: _____

Name of Chartered Accountant: _____

Membership Number: _____

Firm Registration Number (FRN): _____

Form 8B – Self-Declaration of Eligibility

[On bidder's letterhead]

I / We, _____ (Name of bidder), hereby declare and confirm that:

- We are not blacklisted or debarred by any Central or State Government authority, PSU, or statutory body in India.
- We are not involved in any major litigation that may adversely affect our ability to fulfil the obligations under this licence.
- All information and documents submitted with our bid are true and correct to the best of our knowledge.
- We accept all terms and conditions of the RFP and the draft Licence Agreement without reservation.
- We are aware that this arrangement does not confer any tenancy, lease, or ownership rights upon us.
- We confirm that we will not erect any permanent structure on the land parcel and will restore the land to its original condition upon expiry or termination of the licence.
- We confirm that we are not an entity from a country sharing a land border with India, or if we are, we are duly registered with the Competent Authority.

Name of Bidder: _____

Authorized Signatory: _____

Date: _____

Form 8C – Proposed Plan of Use

[Attach additional sheets if required]

Site Name	Kodathi (1 Acres 18 Guntas)
Name of Bidder	
Proposed Activity / Use	
Area to be Utilized (sq ft)	
Nature of Temporary Structures (if any)	
Estimated Footfall / Vehicles per Day	
Regulatory Approvals to be Obtained	
Expected Commencement Date	
Brief Description of Operations	(use additional sheet if required)

We confirm that the proposed activity is permitted under Section 6 of the RFP and that we will obtain all necessary permissions from relevant authorities at our own cost.

Authorized Signatory: _____ Date: _____

Form 8D – KYC and Bidder Details

Name of Bidder	
Type of Entity	(Individual / Proprietorship / Partnership / LLP / Company / Trust)
PAN Number	
GST Registration Number	
Address of Registered Office	
Contact Person	
Mobile Number	
Email ID	
Bank Account Details (for EMD refund)	Bank Name: Account No.: IFSC Code:
Aadhaar / Passport No. (for individuals)	

Mandatory Documents to be attached:

- PAN Card copy
- GST Registration Certificate
- Company Registration Certificate / Partnership Deed / Trust Deed
- Audited Financial Statements (last 3 years)

- Net Worth Certificate
- Solvency Certificate
- EPF / ESIC Registrations (if applicable)
- Firm Partnership Certificate + Power of Attorney (if Consortium)
- Non-Blacklisting Declaration
- Non-Termination Declaration
- Experience Certificates
- Work Completion Certificates
- Organisation Structure
- Cancelled cheque for bank account
- Identity proof of authorized signatory

Form 8E – Authorization Letter / Power of Attorney

Know all persons by these presents that I / We, _____ (Name and address of bidder), do hereby authorize Mr. / Ms. _____ (Name, Designation) to act as our authorized representative for the purpose of submitting, signing, and executing all documents in connection with the RFP for Licensing of Land Parcel of BMTC at Kodathi issued vide RFP No. _____.

The said representative is authorized to:

- Submit the bid and all related documents on our behalf.
- Attend pre-bid meetings and any other meetings called by BMTC.
- Execute the Licence Agreement upon award.
- Represent us in all matters relating to this RFP.

Signature of Authorizing Authority: _____
Name: _____
Designation: _____
Date: _____
(Seal of Organization)

FORM-F- WORK DONE CERTIFICATE

(On Client / Issuing Authority Letterhead)

Date: _____

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s [Name of the Contractor/Company], having its registered office at [Full Address], has successfully executed and operated Land Parcel Development / Land Parcel Management Projects with our organization as per the details given below:

Project Credentials

Project 1

- Name of Project: _____
- Nature of Work: Land Parcel Development / Land Parcel Management (including survey, demarcation, development, monitoring, etc.)
- Location: _____
- Total Land Area: _____ (Minimum 10 Acres)
- Contract Period: From _____ To _____
- Total Duration: _____ (Minimum 1 Year)
- Financial Year(s): _____

Project 2

- Name of Project: _____
- Nature of Work: Land Parcel Development / Land Parcel Management (including survey, demarcation, development, monitoring, etc.)
- Location: _____
- Total Land Area: _____ (Minimum 10 Acres)
- Contract Period: From _____ To _____
- Total Duration: _____ (Minimum 1 Year)
- Financial Year(s): _____

Certification

It is hereby certified that:

- The above-mentioned projects are similar in nature to Land Parcel systems, involving development/management of land parcels with technology integration (such as GIS mapping, survey instruments, digital records, or monitoring systems, as applicable).
- Each project involved not less than 10 acres of land.
- The duration of each project was at least one (1) year.
- Both projects were executed within the last three financial years (i.e., from FY _____ to FY _____).
- The performance of M/s [Company Name] during the execution of the above projects was satisfactory / good / very good.
- The firm complied with contractual obligations, including operations, maintenance, and revenue management (if applicable).

Authorized Signatory

Signature: _____

Name: _____

Designation: _____

Organization Name: _____

Official Seal: _____

Contact Details: _____

Form 8G – Affidavit of No Claim on Land

[To be executed on non-judicial stamp paper of appropriate value and duly notarized]

I / We, _____ (Name of Licensee / Authorized Signatory), do hereby solemnly affirm and declare that:

1. I / We have no claim of ownership, tenancy, leasehold, or any other right over the land parcel bearing Survey No. _____ at Kodathi, East Bengaluru, owned by Bengaluru Metropolitan Transport Corporation (BMTC).
2. I / We acknowledge and confirm that the Licence Agreement dated _____ constitutes only a bare licence and does not confer any proprietary, possessory, or other rights over the land.
3. I / We shall not raise any claim on the said land parcel during the Licence Period or thereafter.
4. I / We undertake to stop using the premises/ land unconditionally upon expiry or termination of the Licence Agreement, without any claim for compensation or extension.

Deponent: _____

Date: _____

Place: Bengaluru

[Notary Seal and Signature]

SECTION 9 – DRAFT LICENCE AGREEMENT

This LICENCE AGREEMENT is entered into on the _____ day of _____ 20___ at Bengaluru, between:

BENGALURU METROPOLITAN TRANSPORT CORPORATION, a statutory corporation constituted under the Karnataka Road Transport Corporation Act, 1950, having its principal office at BMTC Central Building, Shanthi Nagar, Bengaluru – 560 027,

represented by its _____ (hereinafter referred to as ‘BMTC’ or ‘Licensor’, which expression shall include its successors and assigns).

AND

_____ (Name of Licensee), _____ (type of entity), having its registered office / place of business at _____, represented by its authorized signatory Mr. / Ms. _____ (hereinafter referred to as ‘Licensee’, which expression shall include its successors and permitted assigns).

WHEREAS BMTC is the owner of the land parcel described below (‘the Land’), and WHEREAS the Licensee has been selected through a competitive bidding process conducted by BMTC for Licenseing of the Land, and WHEREAS the parties have agreed to enter into this Agreement on the terms and conditions set out herein.

1. Description of Land

Site Name	Kodathi
Survey / Katha No.	41
Location	Kodathi, East Bengaluru
Latitude	12° 88’ 18.645” N
Longitude	77° 71’ 26.408” E
Area	1 Acres 18 Guntas (63,162Sq. Ft.)
Boundary Description	As per Annexure – A (Site Map)

2. Licence Period

2.1 This licence shall be effective from the date of physical Permission to use of the Land as evidenced by the Permission to use Certificate (Annexure – B) and shall remain in force for a period of Ten (10) years (‘Licence Period’), unless terminated earlier in accordance with the terms hereof.

2.2 Extension of the Licence Period by Two (2) further years may be granted by mutual written agreement between both parties on terms agreed at that time, subject to satisfactory compliance by the Licensee.

2.3 If within 10years a need arises for utilization of land for any purpose of corporation or govt then the license granted will be withdrawn.

3. Gestation Period

3.1 The first Six (6) months from the date of physical Permission to use shall constitute the Gestation Period.

3.2 During the Gestation Period, occupancy charges shall be as follows:

- Months 1 to 3: No occupancy charges.

- Months 4 to 6: Occupancy charges at 15% (fifteen percent) of the agreed monthly Licence Fee per month.

3.3 Full Licence Fee (as agreed in the Letter of Award) shall be payable from the 7th month onwards.

4. Licence Fee

4.1 The Licensee shall pay BMTC a Licence Fee of INR _____ (Rupees _____ only) per annum, payable monthly in advance on or before the 1st day of each month, commencing from the 7th month after physical Permission to use.

4.2 The Licence Fee shall be enhanced by 7% per annum, compounded annually, from the second year of full License fee payment.

4.3 All applicable taxes, including GST, shall be payable by the Licensee in addition to the Licence Fee.

4.4 Payments shall be made by NEFT / RTGS / Demand Draft in favour of BMTC.

5. Security Deposit

5.1 The Licensee shall furnish a Security Deposit as follows within 21 days of the Letter of Award:

- INR _____ (equivalent to 6 months' monthly License fee) by online payment (NEFT / RTGS / Demand Draft).
- INR _____ (equivalent to 3 months' monthly License fee) by Bank Guarantee from a Nationalized / Scheduled Commercial Bank.

5.2 Total Security Deposit shall be equivalent to Nine (9) months of the agreed monthly Licence Fee.

5.3 The Security Deposit shall be refunded within 60 days of satisfactory vacation and restoration of the Land, after deducting any dues payable by the Licensee.

6. Nature of Licence

This Agreement creates only a bare licence in favour of the Licensee. Nothing herein shall be construed to create any tenancy, sub-tenancy, lease, or any other interest in the Land in favor of the Licensee. The Licensee acknowledges that BMTC retains full ownership and title over the Land.

7. Permitted Use

The Licensee shall use the Land only for the purpose of _____ (as specified in the Approved Plan of Use – Annexure C) and for no other purpose whatsoever. Any change of use shall require prior written approval from BMTC.

8. Utilities and Basic Amenities

The Licensee shall be responsible for all arrangements and costs of basic amenities including electricity, water, sanitation, and waste disposal. BMTC shall provide a NOC for obtaining utility connections from relevant authorities.

9. Prohibition on Permanent Structures

9.1 The Licensee shall NOT construct any permanent structure on the Land.

9.2 Only temporary, demountable structures specifically approved by BMTC in writing may be installed. All such structures shall be removed before or upon vacation of the Land.

10. Restoration

10.1 Upon expiry or termination of this Agreement, the Licensee shall vacate the Land within 30 days and restore it to its original condition as documented in the Permission to use Certificate.

10.2 If the Licensee fails to restore the Land, BMTC shall carry out the restoration at the Licensee’s expense, recoverable from the Security Deposit or otherwise.

11. Obligations of Licensee

- Maintain the Land in clean and hygienic condition.
- Not cause any nuisance, noise, or disturbance to BMTC’s operations or neighbouring areas.
- Obtain all necessary regulatory approvals at it’s own cost.
- Not sublet, sublicense, or assign the licence without BMTC’s written consent.
- Allow BMTC’s representatives to inspect the Land at any time.
- Comply with all applicable laws including those relating to fire safety, pollution control, and local body regulations.
- Not carry out any activity that is prohibited under Section 6 of the RFP.
- Submit Affidavit of No Claim prior to execution of this Agreement.

12. Termination

BMTC may terminate this Agreement:

- Immediately, upon breach of clauses relating to permanent structures, unauthorized sublicensing, or on grounds of illegal / prohibited activities.
- Upon 15 days’ notice, in the event of non-payment of Licence Fee.
- Upon 60 days’ notice, if the Land is required for BMTC’s operational purposes (with pro-rata refund of advance License fee).

The Licensee may terminate this Agreement upon 60 days’ written notice to BMTC, without any refund of Security Deposit for the unexpired period.

13. Indemnity

The Licensee shall indemnify and keep indemnified BMTC against all claims, losses, damages, and costs arising from the Licensee's activities on the Land, including third-party claims and regulatory penalties.

14. Governing Law and Dispute Resolution

This arrangement shall be governed by the laws of India and the State of Karnataka. Any dispute arising out of or in connection with the License Agreement shall first be attempted to be resolved through mutual negotiation. If unresolved within 30 days, the matter shall be referred for Dispute resolution to Managing Director of BMTC or a nominee appointed by BMTC. The venue of for Dispute Resolution shall be Central Office BMTC, Bengaluru

The commercial Dept may incorporate necessary conditions of the Tender in the draft agreement. If not, following sentence can be inserted in the draft agreement after Clause 14 of the draft agreement

15. Entire Agreement

The terms and conditions shown in the Tender shall be read as piece and parcel of this agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and understandings. Any modification shall be in writing and signed by both parties.

For and on Behalf of BMTC (Licensor)	**For and on Behalf of Licensee**
Signature: _____ Name: _____ Designation: _____ Date: _____ Seal:	Signature: _____ Name: _____ Designation: _____ Date: _____ Seal:

Annexure to Licence Agreement

- Annexure A – Site Map and Boundary Plan
- Annexure B – Permission to use Certificate
- Annexure C – Approved Plan of Use
- Annexure D – Security Deposit Instrument (Online Payment + Bank Guarantee)
- Annexure E – Letter of Award
- Annexure F – Affidavit of No Claim on Land